

GENERAL TERMS AND CONDITIONS FOR SERVICES OF SELECTA HOLLAND B.V.

These general terms and conditions for services are applied by Selecta Holland B.V. (hereinafter: "Selecta"), established in Maasland, the Netherlands, and registered with the Dutch Chamber of Commerce under number 27225515.

Section 1 Definitions

(1) The terms starting with capital letters are deemed to mean the following for the purpose of these terms and conditions for services:

Contract	the Written agreement between Selecta and the Contractor concerning the performance of Services
Contractor	a business partner of Selecta that performs the Services agreed for in the Contract or a party with whom Selecta considers to enter into a Contract in this respect
Intellectual Property Rights	all full global intellectual property and similar related rights in the broadest sense of the term, which are deemed to include, in particular – but not exclusively – (1) patents, (2) trademarks, (3) trading name rights, (4) copyrights, (5) database rights, (6) design rights, (7) trade secrets (8) know-how and (9) domain names, (or entitlement to same), as well as any future intellectual property rights and applications to acquire the aforementioned or similar rights
Lead Time	the date or service period stated by Selecta in the order.
Services	the services that the Contractor performs with respect to the Contract
T&CS	These Terms and Conditions for Services
Working Days	Monday to Friday
Written / In Writing	Hand written, by e-mail, or other digital messaging platform

Section 2 Scope, form

(1) These General Terms and Conditions for Services (T&CS) apply to all business relationships between Selecta and the Contractors regarding the provision of services by the Contractors. The T&CS only apply if the Contractor is a company, a juridical person under public law or a public-law special asset.

(2) The T&CS apply to all (request and calls for) quotations, orders, and (negotiations regarding) Contracts issued or received by or entered into with Selecta in whatsoever form they occur, irrespective of any other performances by the Contractor for Selecta, as well as any act (legal or otherwise) that is performed for the purposes of the foregoing. The T&CS are an integral part of all contracts Selecta concludes with its Contractors regarding the services offered by them and apply to all future contracts regarding the provision of services, even if they are not purchased again separately.

(3) These T&CS exclusively shall apply. The application of any general terms and conditions other than these T&CS by the Contractor or any third parties, howsoever such other general terms and conditions may be called an whatsoever form they may take, is explicitly precluded. Different, contradictory or supplemental general terms and conditions of the Contractor or of third parties shall become a component of the Contract only and insofar as Selecta has expressly consented to them In Writing. This requirement for consent shall apply in any case.

(4) Selecta is entitled to amend or alter these T&CS unilaterally by giving the Contractor Written notice to this effect. Such an amendment shall come into effect in relation to the Contractor as soon as the latter is notified of it, with a minimum of 10 Working Days. In the event that the Contractor cannot consent to the amended T&CS, it shall require to give Written notice of this within 5 Working Days. In the latter case Selecta shall be entitled to refrain from entering into any further Contract with the Contractor.

(5) Individual Contracts entered into with the Contractor in individual cases (including subsidiary agreements, supplementary information and amendments) shall in any case have preference over these T&CS.

(6) Legally relevant declarations and notices by the Contractor in respect of the Contract (e.g. deadlines, warning, withdrawal) must be submitted In Writing.

(7) If any provision of these T&CS is declared null and void or invalid, such a declaration shall not affect the other provisions. With respect to the provision declared null and void or invalid, Selecta shall negotiate with the Contractor in good faith to agree on a new provision, which reflects both parties' intentions as much as possible.

Section 3 Offers from the Contractor

(1) Offers and quotations from the Contractor are made free of charge and shall not justify any obligations for Selecta. Offers and quotations are deemed to be valid for at least 6 months after their date, unless agreed otherwise in Writing. The offers are deemed to be irrevocable by the Contractor.

(2) In its offer, the Contractor shall expressly refer to any deviations from Selecta's query and shall also offer Selecta alternatives, which are materially or economically more cost-effective compared to the query. These deviating or additional positions shall be reported In Writing with separate prices. The stated conditions shall apply to the place specified in the Contract. Insofar as reimbursement of travel costs/travel time is agreed, this shall be calculated from the Contractor's company location closest to the place of use.

(3) The prices mentioned in the offer shall be fixed and expressed in euros (€), exclusive of VAT, unless expressly agreed otherwise In Writing, and are deemed to pertain to all costs that are necessary to perform the Services at the agreed place of performance, excluding any turnover tax owed, unless expressly agreed otherwise In Writing.

(4) All documents including documentation shall be created in German or English – unless agreed otherwise.

Section 4 Duties of cooperation and provision

(1) The Contractor shall expressly and conclusively list Selecta's duties of cooperation and provision. Apart from the separately specified duties of cooperation and provision, the Contractor can only demand duties of other cooperation and provision from Selecta, insofar as this is necessary for the proper provision of the contractual service and are reasonable for Selecta, in

particular taking into account the operational matters and the time and financial cost. Selecta can fulfil its duties of cooperation and provision itself or through third parties.

(2) The Contractor shall refer Selecta promptly In Writing to the type, extent, date and other details of the cooperation and provisions to be provided by Selecta, unless the respective details result from the order. If Selecta does not fulfil a duty or does not cooperate, the Contractor can claim non-fulfilment of a duty of cooperation or provision by Selecta, only after if it has send a reminder to Selecta with a reasonable deadline In Writing to fulfil its obligations.

Section 5 Self-information

(1) The Contractor shall inspect the locations, equipment and objects relevant for provision of the Services by prior appointment and shall clarify any uncertainties with Selecta. Selecta shall allow the Contractor to perform this inspection within the framework of the operational possibilities and shall provide the information required for the offer to be submitted, provided this is possible with reasonable means. If any uncertainties or risks remain, the Contractor shall expressly state this reservation in its offer.

(2) If the Contractor omits the inspection required according to s. 5.1, it cannot subsequently claim circumstances that it would have known as a result of an inspection. This shall apply correspondingly to omitted reservations.

(3) The Contractor shall request the agreed and other required planning documents, declarations of consent and other information from Selecta In Writing promptly in advance, typically 10 Working Days before the required date.

Section 6 Conclusion of contract

(1) The Contract is concluded when Selecta accepts a Written offer made by the Contractor by issuing a Written order. However, if Selecta's order is sent after the end of the period as stated under S. 3.1. or if the order deviates from the offer other than in a minor way, then the Contract is concluded in accordance with Selecta's order, unless the Contractor rejects Selecta's order within 10 Working days in Writing.

(2) The Contractor shall advise Selecta of obvious errors (e.g. spelling mistakes and calculation errors) in the order and if the order, including the order documentation, is incomplete so they can be corrected or completed; otherwise the Contract shall be deemed to be void.

(3) If the Contractor has made no offer or has made a verbal offer, the Contract is concluded when the Contractor accepts Selecta's Written order by confirming the order In Writing within 5 Working Days. Late acceptance or acceptance that deviates from Selecta's order shall be deemed as a new offer and shall require Written acceptance by Selecta.

Section 7 Lead time and delayed service

(1) The Lead Time stated by Selecta in the order is binding and constitutes a final deadline. Early provision of Services are not permitted, unless agreed otherwise. If the Lead Time is not stated in the order and has not been agreed otherwise, it shall be 10 Working Days from conclusion of the Contract.

(2) The Contractor shall immediately inform Selecta In Writing if it is unable to comply with agreed Lead Times – whatever the reason – or if it can reasonably foresee that it will not be capable to comply with the agreed Lead Times. This notification shall state the cause and estimated duration of the delay. This notification shall not prevent the start of the default.

(3) If the Contractor does not perform its work and Services or not within the Lead Time, the Contractor is in default without further notice of default, other than in those circumstances that qualify as *force majeure* (S.14) as referred to in article 6:75 of the Dutch Civil Code [*Burgerlijk Wetboek*].

(4) If the Contractor is in default, Selecta's rights – notably the right to withdraw and the right to claim compensation – shall be determined according to the statutory provisions. The conditions of s. 7.5 shall remain unaffected.

(5) If the Contractor is in default, Selecta can demand a general reimbursement of its default damages of 1 % of the net price per full calendar week – in addition to other statutory claims – but not more than 5 % of the net price for the Services provided late. Selecta reserves the right to claim its full damages and/or performance of the Contract and/or to institute any other available claim(s).

(6) The unreserved acceptance of a late (partial) delivery does not represent a waiver by Selecta to the rights or claims resulting from late (partial) provision of the Services (S. 6.4 & 6.5.).

Section 8 Performance, delayed acceptance

(1) The Contractor shall own the Service actually ordered. It shall provide the contractually owed Services under its own control and responsibility within the Lead Time. Only the Contractor is authorised to instruct its employees. The Contractor shall ensure that the personnel employed by it are not integrated into the Selecta.

(2) Without Selecta's prior Written consent, the Contractor is not permitted to engage third parties (e.g. subcontractors) to provide the Service owed by it in part or in full.

Notwithstanding S. 5, the Contractor must expressly offer Selecta its services even if a specific or specifiable period is agreed for action or cooperation from Selecta (e.g. provision of material).

Section 9 Breaches of duty and defective performance by the Contractor

(1) Selecta reserves its rights to claim damages in the event of a breach of duties or defective performance by the Contractor.

(2) Accepting or approving (partially) performed Services does not mean Selecta waives any rights (including warranty claims).

(3) Selecta's complaint (notification of defect) is certainly immediate and prompt if it is sent In Writing within 10 Working Days of discovery or, if the defects are obvious, after completion of performed Services.

(4) The Contractor shall correct the defect (repair) within a reasonable period set by Selecta, irrespective of Selecta's rights to claim damages. If the Contractor does not fulfil its duty to correct the defect (repair) within the set period, Selecta can correct the defect itself or through a third party and demand reimbursement from the Contractor for the costs required for this, or demand a corresponding advance.

(5) At its own cost, the Contractor shall purchase and maintain liability insurance with a general sum insured of at least EUR 10 million per personal/material damage. Upon request at any time,

the Contractor shall provide Selecta with a copy of the insurance policy and confirmation that the policy has been paid in full.

Section 10 Posted Workers Act, Minimum Wage Act and Working Time Act

(1) The Contractor shall comply with the conditions of the Posted Workers Act (Wet allocatie arbeidskrachten door intermediairs (Waadi)) and the Minimum Wage Act (Wet minimumloon en minimumvakantiebijslag (WML)) within the scope of the stated legislation and also in respect of all employees engaged, whether its own or those from a permissible engaged subcontractor or temporary staff. The Contractor shall also comply with the conditions of the Working Time Act (Arbeidstijdenwet) for all aforementioned employees and shall reliably and honestly record and document the hours worked.

(2) The Contractor shall indemnify the Client from all claims asserted against it because of a breach by the Contractor, a subcontractor permissible engaged by it or by an employment agency against the conditions of Waadi and WML.

(3) Upon request, the Contractor shall show and verify to the Client appropriately that and in what form compliance with the legislation named in s. 9.1 is ensured in its company.

Section 11 Remuneration and payment conditions

(1) The remuneration stated in the order is binding. The Contractor shall send Selecta the invoice within 5 Working Days after completing the provision of Services. The invoice shall at least state the job number, order number, cost center, and project number. Invoices that do not fulfil these requirements will not be processed and will be sent back.

(2) Unless agreed otherwise in a specific case, the remuneration shall include all services and ancillary services from the Contractor (e.g. assembly, installation) and all additional costs.

(3) If billing of the Services by hourly wage is agreed, the Contractor shall be paid for the effective working hours worked and confirmed by Selecta, after deduction of breaks and retooling times; the duty of remuneration is restricted, however, to the objectively necessary number of hours of experienced and qualified employees.

(4a) Selecta shall pay the Contractor's invoice within 30 calendar days from complete service and receipt of a correct invoice.

(4b) If Selecta pays within 14 calendar days, the Contractor shall grant Selecta a discount of 3 % on the net invoice amount. Selecta also reserves the right to deduct a discount if it offsets or withholds payments due to defects. Payment by bank transfer is made on time if Selecta's payment instruction is received by its bank before the payment deadline; Selecta is not responsible for delays caused by the banks involved in the payment.

(5) Payment releases Selecta from any obligation resulting from the respective Contract, and the Contractor may not deem said payment to be a payment of any other amount that the Contractor claims to be owed by Selecta.

(6) Payment does not entail acceptance of the provided Services and does not affect Selecta's right to full compliance with the Contract.

(7) Selecta reserves the right of offset, as well as the defence of breach of contract to the statutory extent. In particular, Selecta reserves the right to withhold due payments as long as it is still entitled to claims from incomplete services or breaches of duty / defective performance by the Contractor.

(8) Remuneration increases must be advised In Writing with 3 months' notice to the start of their application. Selecta must confirm the new prices In Writing before they enter into force.

(9) If Selecta does not fulfil its payment obligations in a timely fashion, Selecta shall not be obliged to do more than pay compensation for the amount of interest of 5%, which Selecta shall not owe until after it has received a reminder with a reasonable deadline In Writing from the Contractor to fulfil its obligations.

Section 12 Ownership protection

(1) Selecta shall retain ownership to all orders placed by it, jobs, as well as photos and/or pictures, drawings, illustrations, designs, samples, calculations, descriptions, and/or other documents provided to the Contractor. The Contractor explicitly acknowledges and accepts that all Intellectual Property Rights are owned by Selecta. The Contractor shall not disclose them to third parties or use or reproduce them without Selecta's express Written consent. At Selecta's choice, they shall either be returned to Selecta in full or destroyed at Selecta's own costs if they are no longer needed for normal business or if negotiations do not lead to a contract being concluded. Copies made of these by the Contractor shall be destroyed in this case; only the retention within the framework of the statutory duties of retention and the storage of data for backup purposes as part of normal data security are excluded from this.

(2) The Contractor guarantees that the Services it provides or will provide to Selecta, do not infringe upon any Intellectual Property Rights or other rights of third parties. The Contractor shall indemnify Selecta against any claims by third parties in this regard and compensate all of Selecta's costs in connection with these claims, including but not limited to the full costs of legal assistance (including the costs of a lawyer, bailiff, and/or other third parties) and damages suffered, including damages for any recalls.

(3) Tools and models, which Selecta provides to the Contractor or which are made for contractual purposes and charged to Selecta separately by the Contractor, shall remain or become the property of Selecta. The Contractor shall mark them as the property of Selecta, safeguard them carefully, secure them to a reasonable extent against damage of all kinds and only use them for purposes of the Contract. The costs of their storage and repair shall be borne half each by the contractual partners – unless agreed otherwise In Writing. However, if these costs are due to defects to the objects manufactured by the Contractor or due to incorrect use by the Contractor, its employees or other vicarious agents, they shall be borne solely by the Contractor. The Contractor shall immediately advise Selecta of all damage to these tools and models that is not merely insignificant. At Selecta's choice, it shall return them to us in a good condition or destroy them at its own cost if they are no longer needed by it for fulfilment of the Contract.

Section 13 Confidentiality

(1) The Contractor shall maintain confidentiality with regard to the existence, content and conditions of the order and all information and documents provided to it for this purpose and make nothing public in that regard without Selecta's prior Written permission.

(2) The Contractor shall only use, copy, or store the information referred to in S. 13.1 to implement the order. After responding to queries or after settling orders, it shall return them to Selecta in full or destroy them at its own cost at its discretion.

(2) The Contractor may not refer to the business relationship in advertising material, brochures, etc. without our prior Written consent and may not advertise with services provided for Selecta.

4) An act contrary to this S. 13 by any person working for the Contractor (including (sub)contractors) constitutes an act by the Contractor. Therefore, the Contractor shall impose these obligations on its employees and subcontractors to ensure that it will comply with this S. 13.

(5) If the Contractor breaches one of the obligations referred to in this S. 13, it will owe an immediately due and payable penalty of € 25,000 for each breach. This penalty can be claimed in addition to compensation pursuant to the statutory provisions.

Section 14 Force majeure

(1) If the Contractor is prevented from a timely provision of services as a result of *force majeure* (article 6:75 of the Dutch Civil Code), the Contractor may suspend the fulfilment of its obligations under the Contract on condition that the Contractor informs Selecta accordingly In Writing within 24 hours after the circumstance that has created the *force majeure* has arisen, stating the cause of the *force majeure*.

(2) Disruptions to supplies suffered by a third party (e.g. subcontractor) engaged by the service provider shall only be deemed to be *force majeure* if the third party is prevented from providing the service owed by it as a result of an event according to s. 14.5. The Contractor shall inform Selecta of this accordingly In Writing within 24 hours after the circumstance that has created the *force majeure* of the subcontractor has arisen.

(3) If it is not possible for Selecta to accept the service as a result of *force majeure* or if acceptance of the service is not economically reasonable because of unavoidable events, Selecta shall immediately inform the Contractor of this.

(4) The respective contractual party undertakes – inasmuch as this may reasonably be expected of it – to end any reason for the *force majeure*, or to cause it to be ended, as quickly as possible.

(5) In the event that adhering to the Contract for the period of the delays caused by *force majeure* is unreasonable for one of the contractual parties, it shall reserve the right to withdraw from the Contract or to terminate same completely or in part for good reason by means of a Written notice to the other contract party. Typically, adhering to the Contract is unreasonable at the latest if the *force majeure* lasts longer than 30 days or results in a considerable reduction.

(6) *Force majeure* includes, but is not restricted to, one of the contractual parties is being faced with strikes organised by a recognised union, unrest, official orders from the government (including the local government), accidental production stoppages, epidemics, pandemics, or other unavoidable events.

(7) *Force majeure* does not encompass the failure of third parties to fulfil their obligations vis-à-vis the Contractor, unless such failure is caused by *force majeure*.

Section 15 Duration and termination of Contract

(1) The duration of the Contract shall be specified in the respective Contract.

(2) Notice of termination must always be provided In Writing by registered letter.

(3) Selecta shall, however, without any obligation to pay compensation, without prejudice to the rights to which it is otherwise entitled and without a notice of default or judicial intervention being required, be entitled to rescind a Contract in whole or in part or suspend further execution of the Contract at any desired time with immediate effect through Written Notice if:

- a. the Contractor is declared insolvent/bankrupt;
- b. the liquidation/bankruptcy of the Vendor is requested or it itself files such a petition;
- c. a suspension of payments, whether or not provisional, is granted with regard to the Contractor;
- d. a debt rescheduling scheme is agreed upon with the creditors of the Contractor;
- e. the Contractor loses the power to freely dispose of its assets or a substantial part thereof, for example, through attachment;
- f. the Contractor takes steps to cease its business operations or an important part thereof, including but not limited to liquidation of the business or incorporating the business into a company that is to be established or already exists;
- g. a decision to dissolve the Contractor as a legal entity has been taken;
- h. the Contractor assigns its assets;
- i. the ownership or control (whether direct or indirect) of the Contractor changes, if the Contractor's capital structure changes or if a material change in management occurs that Selecta reasonably cannot accept;
- j. the Contractor does not or does not fully fulfil any obligation it has under the law, these T&CS or a Contract or acts contrary to these T&CS or a Contract.

Section 16 Compliance

(1) The Contractor shall comply with the statutory conditions applicable to it in conjunction with the contractual relationship. This refers in particular to anti-corruption and money laundering legislation as well as anti-trust, employment and environmental protection provisions.

(2) The Contractor shall ensure that the Services provided by it comply with all applicable requirements for the provision of services in the European Union and in the European Economic Area as well as the safety and quality standards customary within the industry and applicable environmental standards. Upon request, it shall verify compliance with us by submitting suitable documentation.

(3) The Contractor shall make reasonable efforts to ensure compliance by its subcontractors with the obligations applicable to the Contractor as specified in this S. 16.

Section 17 Mixed contracts

(1) If object of the contract is also the delivery of movable objects by the Contractor, the Purchasing Terms and Conditions (PT&Cs) of Selecta shall also apply.

(2) The Contractor can view the respective current version of these on the homepage of Selecta's website (www.selecta-one.com).

Section 18 Choice of law, place of jurisdiction and language

- (1) The law of the Netherlands shall apply to these T&CS and to the contractual relationship between Selecta and the Contractor.
- (2) Disputes resulting from or otherwise connected to the Contract and/or these T&CS, including but not limited to disputes that are only deemed to be such by one of the contractual parties, shall be resolved as much as possible by consultation. Any dispute not resolved shall be brought before the competent civil court in Amsterdam, unless Selecta opts to take legal action against the Contractor before the competent court in any other state of business or at the place of performance of the Services.
- (3) Even if these T&CS are translated into another language, the English version alone of these General Terms and Conditions for Services shall remain binding.

Stuttgart, February 2024